

SUPERIOR COURT OF ARIZONA  
MARICOPA COUNTY

FN 2005-051503

11/08/2006

HONORABLE EDDWARD BALLINGER, JR.

CLERK OF THE COURT

L. Nevenhoven

Deputy

IN RE THE MARRIAGE OF  
TAMMY LEE SMITH

JENNIFER W SHICK

AND

JUDSON LANE SMITH

JEFFREY M ZURBRIGGEN

DOCKET - NE

**DECREE OF DISSOLUTION OF MARRIAGE**

Courtroom 112 - Northeast Regional Court Center

8:36 a.m. This is the time set for Trial to the Court. Petitioner is present and represented by above-named counsel. Respondent is present and represented by above-named counsel.

A recording of this proceeding is being made by CD (FTR) in lieu of a court reporter.

Discussion is held.

Tammy Smith and Judson Smith are sworn.

Jurisdictional testimony is provided by Tammy Smith and agreed to by Judson Smith.

Based upon the testimony presented, the Court makes the following additional findings and orders:

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**I. DISSOLUTION OF MARRIAGE.**

THE COURT FINDS that at least one of the parties has been domiciled in the State of Arizona for more than 90 days immediately preceding the filing of the Petition; that the conciliation provisions of A.R.S. § 25-381.09, and the domestic relations education provisions of A.R.S. §25-352 either do not apply or have been met; that the marriage is irretrievably broken and there is no reasonable prospect for reconciliation.

To the extent it has jurisdiction to do so, the Court has considered and made provisions for maintenance and disposition of property, and, where applicable, support, custody and visitation.

IT IS ORDERED that the marriage heretofore existing between the parties is dissolved, and each party is returned to the status of a single person effective upon the signing and entry of this Decree.

The Court is advised that the parties have reached an agreement on the issues, which can be generally summarized as follows:

- **The Company** – Husband shall keep 100% of the marital business, Pool Care, Inc. dba Tahitian Pools as his sole and separate property and debt. This includes all of its assets, liabilities and debts. Husband shall indemnify Wife against any business financial liability.
- **Pools By You** – Husband agrees to relinquish any interest in, or obligation to, Pools By You and will turn over any assets of Pools By You within seven (7) days. Wife shall retain any interest or obligation she has in Pools by You as her sole and separate property and debt, and shall hold Husband harmless from all liabilities (tax, debt, or otherwise) or income therefrom.
- **Spousal Maintenance** – The parties agree to waive any and all right or claim to spousal maintenance.
- **Outstanding Personal Tax Liabilities** – The parties agree to split equally all current, personal tax liabilities to the Federal and State Government which arose during the period in which the Parties were married. Wife has the right to question or provide information to the accountant who prepared such returns. Wife agrees to sign the tax returns, after any desired consultation and/or corrections, within 30 days of today.
- **Home/Potential Mortgage Deficiency Taxation** – Husband shall assume total responsibility for any mortgage deficiency resulting from the sale of the home. The Parties agree to share equally in any net equity or deficiency resulting from the sale of the home.

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- **Potentially Outstanding Credit Card Balances** – Currently, the Parties believe there is no community credit card debt. Any debt incurred by either party on a credit card by that person shall be that person's sole and separate debt.
- **Outstanding Medical Expenses** – Each party agrees to assume one-half responsibility for Wife's medical bills incurred until the date of separation.
- **Outstanding Mortgage Deficiency for Lincoln Navigator** – The parties agree that the debt is a community debt and that they shall share in repayment equally. In the event that Husband declares bankruptcy, he shall claim the entire debt for discharge.
- **Legal Fees** – Each party shall pay their own attorney's fees and costs.
- **Furniture** – Husband shall retain the personal property currently in his possession. Of the remaining personal property within the possession of Wife, Wife shall retain all personal property except the following, which she shall transfer to Judd forthwith: family-room entertainment center, family-room TV, piano, son's dresser. Thereafter, each shall own the property as his or her sole and separate property.

The parties both testify that they have read and understood the agreement and that this is, in fact, their agreement.

The Court finds the parties have knowingly, intelligently, and voluntarily entered into the agreements as stated on the record.

The Court further finds that the agreements are fair and reasonable.

Pursuant to Rule 69, Arizona Rules of Family Law Procedure, the agreements are made in open Court, are binding on the parties, and adopted by the Court.

IT IS FURTHER ORDERED counsel shall submit a formal written order, consistent with the agreement and approved as to form and content by the parties, for the Court's review and signature.

IT IS FURTHER ORDERED signing this minute entry as a formal order of this Court pursuant to Rule 81, Arizona Rules of Family Law Procedure (ARFLP).

/ s / HONORABLE EDDWARD BALLINGER, JR.

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JUDICIAL OFFICER OF THE SUPERIOR COURT

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8:42 a.m. Matter concludes.

All parties representing themselves must keep the Court updated with address changes.  
A form may be downloaded at: <http://www.superiorcourt.maricopa.gov/ssc/sschome.html>.